

SERVICES AGREEMENT

- Parties:** Movie Gallery, Inc. ("Movie Gallery" or the "Company") and Corliss, Moore & Associates, LLC ("CMA").
- Engagement:** The Company agrees to engage CMA as Chief Restructuring Officer, or such other title as the Company may deem appropriate, to provide services, under the supervision of the Board of Directors of the Company, relating to the management and operation of the Company's businesses. In connection with such services, CMA shall act in such manner as it deems necessary or appropriate and consistent with the business judgment rule and appropriate laws or regulations, subject only to appropriate direction by the Board of Directors in accordance with the Company's charter, bylaws or other governing documents. While the Board of Directors expects that the Company's current senior management team will remain in their current positions throughout the course of this engagement, CMA shall have the authority to manage and to make decisions regarding the operation of the Company's businesses on a day-to-day basis, including providing oversight and direction to the Company's senior management team. CMA agrees that it will keep the Board of Directors informed regarding the status of its work. CMA will evaluate, assess and report to the Board of Directors regarding the status of the business on a financial, operational and strategic basis as well as use its best efforts to manage and operate the business. CMA will also work with the Company and its other advisors to prepare for a possible Chapter 11 filing, and if requested to do so by the Board of Directors, will continue to serve in the role of Chief Restructuring Officer following the commencement of a Chapter 11 case, subject to appropriate approval of the supervising bankruptcy court..
- Term:** The initial term of this Agreement shall commence on December 28, 2009 and end on January 29, 2010 ("Initial Term"). Following the conclusion of the Initial Term, the Agreement shall automatically renew thereafter for successive 30-day terms (each, an "Extended Term"), unless the Company shall have provided written notice to CMA, or CMA shall have provided written notice to the Company, not less than two (2) business days before the expiration of the Initial Term or of any Extended Term, of the intention not to renew the Agreement, provided, however, that either party shall have the right, in its sole and absolute discretion, to terminate the Agreement at any time following the conclusion of the Initial Term, upon providing five (5) days written notice to the other party, in which case CMA's Monthly Fee for the Extended Term shall be prorated through the date that is five (5) days from the delivery of such written notice.



- Compensation:** CMA's compensation hereunder shall consist of the following:
- (a) Monthly Fee - \$150,000 for the Initial Term and \$125,000 for each month during any Extended Term
 - (b) Expenses - CMA's reasonable out-of-pocket expenses will be reimbursed by the Company upon presentment of receipts.
 - (c) Payment - CMA will be paid the Monthly Fee for the Initial Term within two (2) business days of execution of this Agreement. The Monthly Fee applicable to any Extended Term shall be payable to CMA within the first seven (7) days of such Extended Term.

The compensation provided for in the Agreement shall constitute full payment for the services to be rendered by CMA during the Term hereunder. Upon termination of the Agreement, CMA shall be reimbursed for its expenses incurred through the date of such termination

Indemnification: To the fullest extent allowed by applicable law and by the Company's existing D&O insurance policy, the Company shall indemnify CMA to the same extent as the Company's other directors and officers, and shall provide coverage for CMA and its officers under the Company's D&O insurance policy. The Company agrees to furnish to CMA a copy of its D&O insurance policy. Also, the Company represents and warrants that all fiduciary taxes have been paid and sufficient funds have been reserved to pay fiduciary taxes going forward.

Confidentiality The terms of this Services Agreement, not the fact of the engagement, shall be treated as confidential.

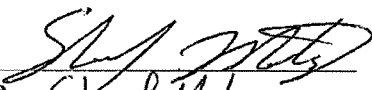
Governing Law This Term Sheet shall be governed by the laws of the state of Georgia without regard to its conflicts of law principles

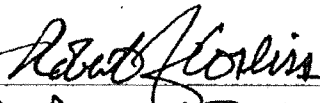
AGREED AND ACCEPTED:

December 28, 2009

Movie Gallery, Inc.

Corliss, Moore & Associates, LLC

By: 
Name Sherif Mulyas
Title C.E.O.

By: 
Name ROBERT J. CORLISS
Title PARTNER



Corliss Moore & Associates
...and more to come

January 21, 2010

Richard Shorten
Movie Gallery, Inc.
9275 S.W. Peyton Lane
Wilsonville, OR 97070

Re: Amendment to Engagement

Dear Richard:

Reference is made to the Services Agreement ("Services Agreement"), attached hereto as Exhibit A, dated December 28, 2009 between Corliss, Moore & Associates, LLC ("CMA") and Movie Gallery, Inc. ("MGI"). This letter is to confirm the terms of CMA's continuing engagement by MGI beyond the end of the Initial Term, as defined in the Services Agreement.

CMA and MGI agree hereby to amend the Services Agreement to provide as follows:

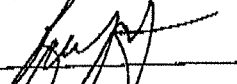
1. Term - Following the expiration of the Initial Term, the engagement of CMA by MGI will be on a rolling 90 day basis (such 90-day term being the "Extended Term").
2. Termination - Either party may terminate the engagement by providing at least 90 days' written notice of termination to the other party during the Extended Term.
3. Retainer - MGI will pay to CMA a retainer of \$125,000 upon execution of this Amendment. The retainer will be applied against CMA's final invoice to MGI under the Services Agreement.
4. Payment - In consideration for CMA's agreement to continue to provide the services described in the Services Agreement during the Extended Term, MGI will pay CMA \$125,000 per month during the Extended Term, which amount shall be payable on the first business day of each such month.

Any terms of the Services Agreement not expressly modified by this Amendment shall remain in full force and effect.

Sincerely,


Robert J. Corliss

AGREED AND ACCEPTED:
MOVIE GALLERY, INC.

By: 
Name: RICHARD SHORTEN
Title: CHAIR, SPECIAL COMMITTEE